

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BLUE SPHERE, INC. d/b/a LUCKY 13 and ROBERT A. KLOETZY,

Plaintiffs,

v.

THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE A HERETO, et al.,

Defendants.

Case No. 22-cv-4862

Judge Ronald A. Guzman

Magistrate Judge Gabriel A. Fuentes

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiffs BLUE SPHERE, INC., d/b/a LUCKY 13 and ROBERT A. KLOETZY (“Plaintiffs”) against the defendants identified on Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Plaintiffs having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Plaintiffs having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiffs have provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Plaintiffs' federally registered trademarks (the "LUCKY 13 Trademarks") to residents of Illinois. In this case, Plaintiffs have presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the LUCKY 13 Trademarks. *See* Docket Nos.12-18, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the LUCKY 13 Trademarks.

A list of the LUCKY 13 Trademarks is included in the below chart.

Registration Number	Registered Trademark	International Classes
2,970,316	LUCKY 13	18, 26
2,974,104	Lucky 13	12
3,022,964	LUCKY 13	6, 16, 21
3,049,988	TATOO YOUR SOUL	25, 35
3,207,294	LUCKY 13	25, 35
3,250,642	LUCKY 13	14

4,380,254	Grease Gas & Glory	25, 35
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This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*).

Accordingly, this Court orders that Plaintiffs' Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the LUCKY 13 Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine LUCKY 13 product or not authorized by Plaintiffs to be sold in connection with the LUCKY 13 Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine LUCKY 13 product or any other product produced by Plaintiffs, that is not Plaintiffs' or not produced under the authorization, control, or supervision of Plaintiffs and approved by Plaintiffs for sale under the LUCKY 13 Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of

Plaintiffs, or are sponsored by, approved by, or otherwise connected with Plaintiffs;
and

- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiffs, nor authorized by Plaintiffs to be sold or offered for sale, and which bear any of Plaintiffs' trademarks, including the LUCKY 13 Trademarks, or any reproductions, counterfeit copies or colorable imitations.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order, shall, at Plaintiffs' choosing:
 - a. transfer the Defendant Domain Names to Plaintiffs' control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Plaintiffs' selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiffs' selection; or
 - b. disable the Defendant Domain Names and make them inactive and untransferable.
 3. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com and

ContextLogic, Inc. d/b/a Wish.com (“Wish.com”) (collectively, the “Third Party Providers”), shall within seven (7) calendar days of receipt of this Order cease:

- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the LUCKY 13 Trademarks; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the LUCKY 13 Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine LUCKY 13 product or not authorized by Plaintiffs to be sold in connection with the LUCKY 13 Trademarks.
4. Upon Plaintiffs’ request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the LUCKY 13 Trademarks.
5. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of One Hundred Thousand dollars (\$100,000) for willful use of counterfeit LUCKY 13 Trademarks on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

6. Any Third Party Providers holding funds for Defaulting Defendants, including Alipay, Alibaba, Wish.com, Ant Financial Services Group (“Ant Financial”), and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 6 above) or other of Defaulting Defendants’ assets.
7. All monies (up to the amount of the statutory damages awarded in Paragraph 6 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to Plaintiffs as partial payment of the above-identified damages, and Third Party Providers, including Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are ordered to release to Plaintiffs the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.
8. Until Plaintiffs have recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
9. In the event that Plaintiffs identify any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiffs may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Robert A. Kloetzy and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The Ten Thousand dollar (\$10,000) surety bond posted by Plaintiffs are hereby released to its counsel, Michael A. Hierl of Hughes Socol Piers Resnick & Dym, Ltd.. The Clerk

of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Michael A. Hierl of Hughes Socol Piers Resnick & Dym, Ltd. at Three First National Plaza, 70 W. Madison Street, Suite 4000, Chicago, IL 60602.

This is a Default Judgment.

Dated: January 17, 2023

A handwritten signature in black ink, reading "Ronald A. Guzman". The signature is written in a cursive style with a horizontal line underneath the name.

Ronald A. Guzman
United States District Judge

Amended Schedule A

No.	Defendant Name / Alias
1	Alice Patel
2	aslpemhdu
3	BaiXiaoYu
4	buxianjie55713
5	CaimiyamP
6	cajwhwaa
7	chenlei00
8	chenshixian78062
9	CuiXiaoYuan
10	ETCV56FG
11	FFFJJJH
12	FOXffhuccu
13	Goldfort
14	hehao65399405
15	Heidi Dobos
16	hgdhh445fj8g
17	House_Merci
18	hufang7624
19	James Naquin
20	jdiajdsoidplaode
21	Jiangyu00586
22	jianlinxiaohao
23	JianLonChen
24	jkjdwnh8y
25	JonathanHuberypGiYk
26	Kenneth Gomez
27	khanhvidang48959
28	Kilbazar
29	Kimberlycl
30	koujhjy
31	ldiwhdqpd
32	Lieer Shortshirts
33	LiFangFali
34	LiHuaKang
35	LiuChunShuan
36	LiYangXia
37	LiYueFeng
38	Shop1102161173 Store

39	Shop1102178941 Store
40	19880421
41	30 segundos
42	AAhookxchf
43	AbigailSidneySidontPkR
44	Aileen Low
45	alibopka
46	Amy Bennett
47	Anegiou Baby's
48	Anitaabhn
49	anlizhaomi7685123
50	Antond
51	ArmstrongAuroradGtBu
52	astorgapatrick
53	banerjhdxyuin
54	Barb White
55	Barbetket
56	barnerbaoxlis
57	Barrycx
58	Belawere
59	Bertha Celestin
60	Betty C Holder
61	Billy Keith
62	burguerazul
63	CaoXueLiu
64	Careulan Fans
65	Casa de Oracion
66	Catherinemgl
67	changpanfeng886
68	chenyouliang1453
69	chevdl8xztjm
70	chuzhulong60053
71	Clifford McGarry
72	Coursemichae
73	d3h4i4i4
74	Dannishijie
75	Danny Spaulding
76	DAVID CORNN JR
77	Dawn Coleman
78	Debriyren Bedclotehs
79	Demaxia Lesenten morrezion Artstore

80	Dingjinhua66059
81	doughmaker
82	DUANJUNWU19v5
83	duweijun1900
84	duwnwhey
85	DZWTG
86	earvines
87	ElectroAuto HH
88	Emersoncheu
90	Fashionyourway
91	fengting fashion
92	FSdfgx
93	GabrielleKentzIoBc
94	Gaochongyang375
95	GaoMingPen
96	gaoxiuxiu123
97	gaozhenzhne8936
98	Garrett Bollinger
99	gexinhu57785
100	gfhxdh
101	Glen McClain
102	gongxuran37201
103	gouguangfan supper-market
104	Graciela Harris
105	guoweilong33734
106	gusiqi
107	Hair Braiding Salon
108	HelenStanfordoCuOuH
109	heying778
110	hgfhgdrghcj
111	HildaHarlanhPoOjD
112	huanshhuansh
113	HuanWeiLi
114	hujing269
115	huzhongstore
116	hyongfeng
117	HZCZMSZX
118	In Home Pet Euthanasia
119	Jacquedr
120	Jason McWhirt
121	Jiang you112700

122	jingjingde
123	jingjingyouwei99
124	Jirongyao521596636
125	JosephSophiahRqJj
126	Joyce Banks
127	kaihekiaghe520
128	kaixuan trading company
129	kangjiafu62124
130	kanykang
131	Kaptun Pianowe Famelaik
132	Kennetblaze
133	Kimberly Thomsen
134	kinedxb
135	kjhghfsd
136	LaDonnike Morgan
137	Lam marker
138	laosmeb
139	Lashanda
140	liangmingli95
141	LiCuiYing
142	Lific
143	liguangyun21375
144	lihuaajian6902
145	Lijungoodsstore
146	lilixin2020
147	limingrong8338
148	lipengfei33458
149	lirunyu9876
150	lisuying55197
151	LiTingYi
152	liuchong1234
153	liujiqlll
154	liulanying888
155	liuleil
156	liuxiao Cheng
157	liuxiujun5600
158	liuxuelin16621
159	liuzhenl
160	LiuZhuangShi
161	liweijieg
162	lixin71217

163	liXlunch
164	lixuezhen1314
165	liyang82383
166	lizhch
167	LiZhiKai
168	Lorinda Vance
169	lovettebrendan
170	Lpdab
171	lqwen
172	lucky glil
173	lujiazhen92883
174	Luxue20
175	Telabeen Salen Francen
176	BICHY
177	botoushixinliangwujinzhipinyouxiangongsi
178	caonidaye
179	DATNEAKY
182	Junzhou
183	LAVIEST
184	LINHCHIBI
185	NNST STORE
186	RINGSGIFT
187	ShopVN
188	STORE247
189	sudecr
192	Thacopha
193	TPNJ
195	ynksn
196	YULANU
197	ZHJ Cheap shop
199	A litter Store
200	Alice clothing Store
201	Anime Dropship Store
202	Aufkleber Store
203	buckle world II
204	CEXIKA Store
205	Colorful 9 Store
206	DDB Store
207	Dropship Mask Store
208	E-CarLife Store
209	Ekko Car stickers Peace and Love Store

210	Hello Dropship Store
211	HUAILI Store
212	kadsa Store
213	LRGY Store
214	NINEN Store
215	Old Man Store
216	Shop1100003041 Store
217	Shop1100386925 Store
218	Shop1100387944 Store
219	Shop1100390921 Store
220	Shop1102055487 Store
221	Shop1102057467 Store
222	Shop1102058430 Store
223	Shop1102058473 Store
224	Shop1102060450 Store
225	Shop1102063397 Store
226	Shop1102064050 Store
227	Shop1102136607 Store
228	Shop1102140616 Store
229	Shop1102145085 Store
230	Shop1102186973 Store
231	Shop1102194452 Store
232	Shop1102196857 Store
233	Shop1195633 Store
234	Shop1757645 Store
235	Shop5881018 Store
236	Shop5889799 Store
237	Shop911142228 Store
238	Shop911192065 Store
239	Skirt Personality Store
240	Small Town Car Stickers Store
241	to be succeed ... li Store
242	TSHIRT2022 Store
243	varitystore55 Store
244	xiaoli cap Store
245	Xsoya Store
246	YESPLEASE Matt's Car Store
247	ymx01 Store
248	yue city Store
249	YUIN Official Store
250	yunhai Store

